

ADVERTISED BID CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842



REQUEST FOR QUOTE

41515Q1050

PAGE

1

ADDRESS CORRESPONDENCE TO

... We agree to furnish the following articles to the City of St. Louis,
free of any extra charges, in the quantity named and at the prices respectively
stated:

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SEE BELOW FOR DELIVERY SITE

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/14				

REPLY DUE BY: 10/30/14 12:00 O'CLOCK NOON

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REQ LINE NUMBER : 0001 <div>1 EACH CITY 415HYDROEX</div> HYDRO EXCAVATOR MOUNTED ON HEAVY DUTY TRUCK CHASSIS DETAILED SPECIFICATIONS ATTACHED DELIVER TO: CITY OF ST. LOUIS--WATER DEPARTMENT DISTRIBUTION STOREROOM 4600 MCCREE, ST. LOUIS, MO 63110 BRAND ----- PRODUCT NO. ----- OR ACCEPTABLE EQUAL; UNLESS NO SUBSTITUTIONS ALLOWED CLEARLY STATE MANUFACTURER, BRAND AND NUMBER FOR ALL ITEMS BID. VENDOR MUST SUBMIT DETAILED INFORMATION ON PRODUCTS OFFERED IF NOT BIDDING AS SPECIFIED. +++++ BIDS WILL BE AWARDED BASED ON OFFICIAL SPECIFICATIONS PROVIDED BY SUPPLY DIVISION ONLY & ANY RELATED ADDENDA. ALL INQUIRIES MUST BE IN WRITING (LETTER/E-MAIL/FAX) TO THE FOLLOWING BUYER: JOHN CASSIDY - CASSIDYJ@STLOUIS-MO.GOV FAX# 314-622-4141 PHONE# 314-622-4596 +++++ CHECK HERE IF YOU WANT A BID TABULATION: ----- ALLOW 30 DAYS FOR RESULTS					
					TOTAL →	

NAME OF FIRM		STATE DELIVERY:	COMPTROLLER	Date
ADDRESS			CALENDAR DAYS	
CITY	STATE	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE Area Code ()				

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10/14/14				

REPLY DUE BY: 10/30/14 12:00 O'CLOCK NOON

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	STATE BEST GUARANTEED DELIVERY:				A.R.O.	
	ALL ITEMS SHALL BE F.O.B. DESTINATION					
	FREIGHT OR DELIVERY CHARGES MUST BE INCLUDED IN QUOTE OR INDICATED BELOW IN ORDER TO RECEIVE PAYMENT!					
	() FREIGHT IS INCLUDED IN THE QUOTE PROVIDED					
	- OR -					
	() WE WILL CHARGE \$ FREIGHT/DELIVERY					
	THE CITY RESERVES THE RIGHT TO SPLIT AWARDS, VENDOR MUST INDICATE (SPLIT) OR (ALL OR NONE) FOR MULTI LINE BIDS.					
	BIDDING "ALL OR NONE"					
	SPLIT AWARD ACCEPTABLE					
	PLEASE PROVIDE CONTACT INFORMATION FOR THIS BID:					
	NAME:					
	E-MAIL:					
	PHONE:					
					TOTAL →	

NAME OF FIRM		STATE DELIVERY:	COMPTROLLER	Date
ADDRESS				
CITY	STATE	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE Area Code ()				

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10/14/14				

REPLY DUE BY: 10/30/14 12:00 O'CLOCK NOON

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>ORDINANCE #60643 - A CITY OF ST LOUIS BUSINESS LICENSE IS REQUIRED IF YOUR COMPANY MEETS ANY OF THE FOLLOWING: (CHECK AS APPROPRIATE):</p> <p>----- BUSINESS IS LOCATED WITHIN THE CITY LIMITS</p> <p>----- DELIVERY WITHIN CITY LIMITS IS BY COMPANY TRUCK</p> <p>----- SALES CALLS ARE MADE WITHIN THE CITY LIMITS</p> <p>* VENDORS SHOULD NOTE IF THEY ARE MINORITY OR WOMEN OWNED BUSINESS (CHECK)</p> <p>MBE ----- WBE-----</p> <p>LIST ITEMS MANUFACTURED, ASSEMBLED OR PRODUCED IN A FOREIGN COUNTRY ON THE ENCLOSED (BUY AMERICAN) FORM FOR BIDS TOTALING \$1,000 OR HIGHER</p> <p>***** WEBSITE INFORMATION *****</p> <p>* * * * *</p> <p>* TO DOWNLOAD SUPPLY BIDS GO TO: * * * * *</p> <p>* * * * *</p> <p>* HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM * * * * *</p> <p>* * * * *</p> <p>* CLICK ON BID NOTICES * * * * *</p> <p>*****</p>					
					TOTAL →	

NAME OF FIRM	STATE DELIVERY: CALENDAR DAYS	COMPTROLLER	Date
ADDRESS			
CITY	STATE	SIGNED BY:	SUPPLY COMMISSIONER
PHONE	Area Code ()		Date

DETAILED SPECIFICATIONS FOR

St. Louis Water Division's HXX

		COMPLY	
		YES	NO
1.0	INTENT		
1.01	The intent of this specification is to provide for the purchase or lease of one (1) new and unused single-engine hydro excavator used for safely loosening and removing dirt from buried utility structures and buried pipes. The unit shall consist of a hydraulically driven high pressure water pump and equipped with a self-contained water supply as the source for the water pump system. The body dump, water pump and vacuum controls shall be accessible on the curbside of the vehicle. The module is to be truck mounted on a chassis as described either in this specification or attached as an addendum. Please indicate all exceptions to this specification in an attached addendum with complete descriptions and explanations. (Submit horsepower requirements of all systems on unit)		
1.02	This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality, performance and overall cost of ownership against which all equipment bid will be compared. In comparing proposals, consideration will be given to life cycle cost guarantees whereby bidder shall provide all pertinent information to evaluate long-term cost. Contract will be awarded for the product which best serves the interests of St. Louis Water Division considering long-term maintenance cost, parts availability, product support and service cost as well as guaranteed buyback value of bidders equipment. St. Louis Water Division reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. Award shall be to the bidder showing most favorable life cycle costing while meeting the requirements of these specifications.		
2.0	EQUIVALENT PRODUCT		
2.01	Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of St. Louis Water Division.		
2.02	Bidder shall demonstrate a reasonable likeness of the equipment being offered within a reasonable time of request. Equipment demonstrated shall be equipped with all accessories and components required in this specification to ascertain equivalence.		
2.03	A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.		
2.04	For quality assurance, the hydroexcavator shall be produced in a facility with ISO 9001:2008 certification.		
2.05	For environmental considerations, the hydroexcavator shall be produced in a facility with ISO 14001:2004 certification.		
3.0	BIDDER REFERENCES		
3.01	To ensure adequate local availability of parts and competent service from experienced suppliers, bids are preferred from local vendors who have sold and serviced at least 30 units of same manufacturer within service area of St. Louis Water Division is preferred and should include contacts with phone numbers.		

YES NO

	is loaded to capacity		
7.13	Raising the body to a 50 angle, utilizing a forward mounted, double acting, hydraulic dump cylinder will dump the debris body.		
7.14	Body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene type seal. Adjustable for periodic compensation of door seal wear.		
7.15	The rear door neoprene seal shall rise with the rear door removing the seal from the debris path for maximum life.		
7.16	For optimal particulate separation, vacuum shall be drawn from separate ports in the top of the debris body.		
7.17	Dual 10" stainless steel ball floats; cage shall be located in the tank outlet to the vacuum source to automatically stop the airflow from, the body.		
7.18	The float balls shall close when a debris body full load condition exists.		
7.19	The float balls shall be equipped with a perforated plastic float ball screen protecting the float balls from debris.		
7.21	Vertical (cyclone) centrifugal separators shall be installed inline between the debris body and the air mover. The separator shall include large fallout chamber cleanout door. Cyclones shall be properly sized for maximum system air velocity.		
7.22	A curb-side folding 3-pipe rack shall be provided, constructed of steel tubing, spring assisted. Shall include quick release retainer handles (no bungees or clamps).		
7.22	A street-side folding 3-pipe rack shall be provided, constructed of steel tubing, spring assisted. Shall include quick release retainer handles (no bungees or clamps).		
7.22	A rear door mounted folding 3-pipe rack shall be provided, constructed of steel tubing, spring assisted. Shall include quick release retainer handles (no bungees or clamps).		
7.23	A horizontally mounted micro-strainer shall be provided prior to the blower inlet, with a removable filter screen and bottom drain port.		
7.24	A splash shield shall be mounted around the lower 60% of door opening to direct liquid and debris away from the chassis. Shield shall be minimum 10" deep bolted assembly with no openings.		
7.25	A lubrication manifold system shall be provided to allow ground level greasing of boom lift and swing cylinders, float level indicator, top rear door hinges and debris body hoist cylinder pins.		
7.26	An 8" inspection port in top of the debris body with ladder and platform access shall be provided.		
7.27	An air curtain mounted in the mid-point of the debris body shall be provided to provide maximum material separation in the debris body.		
7.28	Electric vibrator on heavy structural channel on under-side of body with thermal overload protection shall be provided. Vibrator controls must be designed with proper rest intervals to prevent over use and failure.		
8.0	WATER TANKS		
8.01	The water tanks shall be manufactured from a non-corrosive material to prevent rust yet still provide for maximum strength.		
8.02	The water tanks shall be adequately vented and connected to provide complete filling.		
8.03	The water tanks shall be totally separate from the debris tanks and provide no structural support.		
8.04	The water tanks shall share no common walls with the debris tanks to prevent corrosion and excessive fatigue.		
8.05	The water tanks shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings.		
8.06	2" Y-Strainer With 25' Fill Hose shall be provided.		
8.07	The water tanks shall carry a 5 year warranty against corrosion or cracking.		

		YES	NO
8.08	Fresh water shall enter the tanks through an in line 6" air gap, all aluminum covered anti-siphon device.		
8.09	Water level shall be displayed via a five light system with incremental display between empty and full.		
8.11	For stability safety, the water tank shall not elevate with debris body during dump cycle.		
8.12	A low water alarm shall alert operator when water storage has 150 gallons remaining.		
8.13	An air purge system utilizing the chassis air system shall be provided to assist displacing of residual water out of the high-pressure water system. System shall utilize the truck chassis air compressor to fill a 30-gallon auxiliary air storageair storage chamber with pressure gauge and pressure protection valves to isolate the holding tank from the chassis compressor. System shall be equipped with ball valve and all necessary high pressure piping hoses, couplings and controls.		
8.14	Water tank must be a certified metered capacity of 1200 gallons. Certification shall be necessary upon delivery.		
8.15	3/4" HDPE material shall be used for construction of the dual cell water tank		
8.16	The water tank shall have a remote mounted, heated watertank drain valve		
9.0	VACUUM/VACUUM DRIVE SYSTEM		
9.01	Vacuum shall be provided by a positive displacement rotary bi-lobe type blower driven via chassis engine and heavy duty split transfer case direct to the blower.		
9.02	Interlock safety system shall prevent drive axle from engaging.		
9.03	Hydroexcavtor unit shall be equiped with a shift protection system preventing blower engagement/disengagment with input shaft at speed to prevent transercase destruction		
9.04	The vacuum system provided must utilize 18" Hg minimum positive displacement blower.		
9.05	The positive displacement blower shall be driven via truck chassis engine in combination with a chassis mounted heavy duty transfer case.		
9.06	An LED screen displaying equipment performance information including but not limited to chassis engine rpm, blower rpm, water pump hours, hydraulic oil temp, water temp, and blower temperature.		
9.07	The positive displacement blower is to be Roots 824RCS 18", capable of 5197 CFM @ 0" Hg. (3490 CFM @ 18"Hg.)		
9.08	The positive displacement blower shall be matched with ultra quiet intake and exhaust silencers.		
9.09	The system shall have a cyclonic separator with 12" cleanout door. Must be at ground level for safe access.		
9.10	The filter house shall contain a removable & washable filter element. Must be ground level for safe access.		
9.11	The system shall have a 8" air operated vacuum relief valve controllable from the control panel, wireless remote, and wired pendant. Relief valve shall be properly sized to fully disable vacuum.		
9.12	The vacuum system shall include a 4" manually operated vacuum relief valve to allow fresh air to enter when required. This 4" relief valve shall be mounted prior to the blower inlet.		
10.0	VACUUM BOOM SYSTEM		
10.01	All vacuum pipes shall be connected to vacuum pick up tubes and extension pipes by over-center quick clamps to join the aluminum flanges on pipes.		
10.02	One (1) quick clamp for each pipe supplied shall be provided.		
10.03	he boom must extend out a total of 7 feet from the collapsed position.		
10.04	Vacuum system shall have a minimum of 8 inch clear opening from boom hose to blower.		
10.05	The boom shall be mounted at the rear portion of the debris body with a minimum 320 degree rotation providing full coverage of the potential working area.		

		YES	NO
10.06	The boom shall be controlled via a load sense, electric-over-hydraulic hydraulic system.		
10.07	The boom shall be powered hydraulically up, down, left, right, extend, and retract.		
10.09	All inlet hose and tubing shall have a minimum 8" inside diameter.		
11.0	WATER PUMP AND DRIVE		
11.01	The rated design capacity of the high-pressure water pump is 10 GPM at 2500 psi.		
11.02	The high-pressure water pump shall be a hydraulically operated triplex piston pump.		
11.03	The pump shall have the capability of being turned on or off remotely from the truck via the wireless remote, eliminating the need for the operator to return to the truck to engage or disengage the water system.		
11.04	The water pump must have the ability to fully vary the pressure and the flow while mainting full vacuum performance.		
11.05	The water pump shall be able to deliver the correct flow without having to change components of the pump in the field.		
11.06	The handgun hose provided must have an operating pressure rating of 3,500 psi and a burst pressure of 14,500 psi. It must have a 3/8" inside diameter, be 75 feet in length and be mounted on a spring retractable hose reel		
11.07	The handgun hose and water pump shall be mounted in a heated cabinet for protection against cold weather environment.		
11.09	Water flow through the digging lance shall be controlled via a manual hand gun trigger directly connected to the digging lance.		
11.10	Water system shall utilize a centrifugal charge pump prior to the triplex pump inlet to ensure proper inlet pressure at all water tank levels preventing pump cavitation and excessive pump wear.		
11.11	Water pump shall be mounted in a location which provides a fully flooded inlet condition of water. Water pump shall not be required to draw water uphill.		
12.0	SAFETY EQUIPMENT		
12.01	(1) Emergency Flare Kit		
12.02	(1) 5# Fire Extinguisher.		
14.0	CONTROL PANEL		
14.01	The hydroexcavator shall have all controls conveniently located on the curbside of the unit.		
14.02	The control panel shall be inside an aluminum box for protection from weather.		
14.03	The control panel shall include the following:		
14.04	* - Chassis tachometer with hour-meter,		
14.05	* - 5 light electronic water level gauge		
14.06	* - Circuit breakers		
14.07	* - Engine throttle control		
14.08	* - Water pump on/off control		
14.09	* - Blower RPM Gauge		
14.10	* - Electronic display of hydraulic oil temperature		
14.11	* - Electronic display of water temperature		
14.12	* - Electronic display of blower temperature		
14.13	* - Water pump hour meter		
14.14	* - Blower hour meter		
14.15	* - Vacuum enable/disable		
14.16	* - Full boom control via rocker switches		
14.17	* - Easily accessable and visible emergency stop button to full disable vacuum and hydraulics		

		YES	NO
	bringing the unit to a safe condition		
14.18	* - PTO mode indicator		
14.19	Separate remote push button pendant control with 75' cable/with a vacuum relief.		
15.0	ELECTRICAL & SAFETY LIGHTING		
15.01	The entire system shall be vapor sealed to eliminate moisture damage, "Nema-4" type or equal.		
15.02	All electrical connections shall be void of exposed wires or terminals nor should they be painted. Paint process shall be completed prior to installation of wiring.		
15.03	All wiring shall be color-coded and function stamped for ease of troubleshooting. For safety and ease of troubleshooting, all electrical circuits shall be protected by circuit breakers.		
15.04	All light bulbs shall be shock mounted to eliminate bulb failure.		
15.05	All other lights required by State and Federal Laws.		
15.06	Electrical system shall be of solid state design, specifically designed for mobile applications. Industrial style control systems will not be accepted.		
15.07	All chassis electrical integration to be completed via OEM type connectors. No wire-splices will be allowed		
15.08	Throttle control to be completed electronically utilizing the chassis J1939 CAN system.		
15.09	A manufactured wiring harness specifically designed for the unit shall be utilized. Wiring harness shall have a protective snake skin wrapping for durability. All wiring shall be offset from potential rub points with coated P-clamps.		
15.10	Electrical components shall utilize their own, dedicated enclosure and will be isolated from the water system cabinet.		
15.11	One-piece directional 8-LED light arrow stick (Signal Master or equal) shall be mounted on rear door of debris body, with controls mounted in cab.		
15.14	Strobe L.E.D. Amber Beacon- Front Cab Guard mounted shall be provided.		
15.16	(2) Boom worklights shall be provided.		
15.19	Limb guard for strobe/revolving light shall be provided.		
15.21	8 LED work lights shall be provided to fully illuminate the operating area.		
15.23	LED Lights, Clearance, Back-Up, Stop, Tail & Turn shall be provided.		
15.24	Unit to utilize a non-destructive emergency stop method. E-Stops will open vacuum relief, throttle chassis engine to idle, turn off water pump, disable hydraulics. E-Stops located at all HMI points (control panel, wireless remote, optional corded pendent).		
15.25	Multi-Function Wireless Remote: Includes complete boom control, E-Stop, Throttle Up/Down, Pump On/Off, Pump Multi-Flow Up/Down, Vacuum Enable/Disable.		
16.0	HYDRAULIC SYSTEM		
16.01	The hydraulic reservoir shall have a 67-gallon capacity with strainers on all suction lines.		
16.02	The reservoir shall have an oil level sight gauge and an inspection hatch for maintenance.		
16.03	The reservoir shall be a totally modular component and easily removed from its storage area.		
16.04	A 10-micron spin on type hydraulic filter shall be installed.		
16.05	Hydraulic shut off valves shall be provided at the suction, return and filter lines to permit servicing of the hydraulic system.		
16.06	Hydraulic system shall be designed such that there are no hydraulic lines or components mounted in the internal air flow chambers (debris body, duct work, etc.) for reliability.		
16.07	Hydraulic system shall be protected with an air-to-hydraulic heat exchanger properly sized for system cooling. Heat exchange to be mounted in a proper location for proper air flow and maximum efficiency.		
16.08	Hydraulic system to be powered via a power take off (PTO) mounted directly to the transmission.		
17.0	WATER HEATER		

		YES	NO
17.01	A 400,000 BTU diesel fired water heater shall be supplied		
18.0	VACUUM TOOLS AND ACCESSORIES		
18.01	The basic vacuum tube package shall include the following:		
18.02	(2) 8" x 5' aluminum pipe		
18.03	(1) 8" x 7' aluminum pipe		
18.04	(1) 8" x 7' aluminum fluidizer tube w/a rubber tube		
18.05	(4) 8" quick clamps		
18.06	The basic water pipe package shall include the following:		
18.07	1-Digging package consisting of:		
19.0	CHASSIS EQUIPMENT AND STORAGE		
19.01	Two (2) front tow hooks shall be provided.		
19.02	Two (2) rear tow hooks shall be provided.		
19.03	An electronic back-up alarm shall be included on the vehicle.		
19.04	Mud-flaps shall be located at the rear wheels.		
19.05	(1) 50" x 30" x 30" Aluminum Water Pump Cabinet Mounted curbside shall be provided.		
19.06	This cabinet shall be located on the right side of the vehicle and utilized to house the water pump and retractable handgun reel system.		
19.07	The water pump cabinet shall be insulated with a minimum R15 rating. The cabinet shall also be heated utilizing chassis engine glycol through an air-to-water heat exchanger.		
19.08	(1) 48" x 24" x 12" Weather tight aluminum cabinet for controls.		
19.11	(1) 104" x 24" x 22" Aluminum Toolbox shall be provided curbside in lieu of tooltray		
19.12	(1) 18" x 48" x 24" Aluminum Toolbox shall be provided curbside aft of rear tire		
19.13	(1) 18" x 48" x 24" Aluminum Toolbox shall be provided streetside aft of rear tire		
20.0	EQUIPMENT PROTECTION		
20.01	Unit shall be equipment with blower overheat protection. If blower exceeds OEM recommended operating temperatures, the emergency stop system will be activated preventing blower damage.		
20.02	Unit shall be equipment with blower over-speed protection. If blower exceeds OEM recommended RPMs, the emergency stop system will be activated preventing blower damage.		
20.03	Unit shall be equipment with hydraulic overheat protection. If hydraulic oil exceeds OEM recommended operating temperatures, the emergency stop system will be activated preventing blower damage.		
20.04	For additional safety, the hydroexcavator shall be designed to prevent simultaneous multiple control input.		
21.0	PAINT		
21.01	All metal surfaces shall be shot or sand blasted prior to painting.		
21.02	All surfaces shall be cleaned by phosphate saline wash process prior to painting.		
21.03	The module shall have a minimum of two and one half mil of suitable primer coat applied.		
21.04	The module shall have minimum of two and one half mil finish paint applied.		
21.05	All module components shall be painted prior to assembly process.		
21.06	All hose and fittings, as well as electrical wires and connections shall not be painted.		
21.07	The unit is to be painted with a polyurethane enamel top coat.		



**CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER**

**CAROL L. SHEPARD, CPA
SUPPLY COMMISSIONER**

**FRANCIS G. SLAY
MAYOR**

**1200 MARKET ST RM 324
SAINT LOUIS MO 63103
PHONE 314-622-4580
FAX 314-622-4141**

ATTENTION BIDDERS

Please carefully review all information requested in this bid package.

Failure to submit requested samples, literature or any other requested information may result in disqualification of your bid or any portion of your bid.

Also the reasons indicated below may disqualify your bid. If you have any questions, call the buyer indicated in this bid package.

This form must be returned with your bid.

- Two or more bids submitted for one item, unless instructed to do so. (item rejected)
- Signature missing on bid or any required form.
- Buy American Form not completed or returned. (may be rejected)
- M/WBE Form not completed or returned. (may be rejected)
- Altered or erased unit prices must be initialed.
- Faxed bid, unless specifically requested (will be rejected).

- FOR CONTRACTS ONLY: Please provide your DUNS # _____
- FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.

I certify that I have read and understand the information above.

Signature

Date

ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

Section One. Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

Section Two. The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

Section Three. The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

Section Four. No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

Section Five. Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

Section Six. Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

Interpretations and Guidelines

Section One: "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

Section Two (i) This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

(iii) When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

Section Three: "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

Section Four: The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.

CERTIFICATION FORM

ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

(BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

☐

CERTIFICATION

If **all** the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form.

☐

SECTION SIX CERTIFICATION

If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

Item Number(s)

Location Where Item Manufactured, Assembled or Produced

☐

SECTION SIX DOCUMENTATION

The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below.

DEFINITIONS

MANUFACTURED - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.

ASSEMBLED - to fit or join together the parts in a manufacturing environment.

PRODUCED - create by manual or physical effort, to make or yield the customary product or products.

MUST BE COMPLETED AND SIGNED

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY: _____

(SIGNATURE and TITLE)

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

A. Mayor's Executive Order #28, Section Six - Supply Contracts

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
 - a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
 - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
 - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
 - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
 - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

B. SUPPLY DIVISION POLICY

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

C. OBLIGATION

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at www.mwdbe.org.

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

D. BID/CONTRACT IDENTIFICATION

Bid #: _____ or Contract Name: _____

Opening Date: _____ Your Bid Total: \$ _____

If your bid is \$500 or higher, please complete Section 'E'. We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.

E. ASSURANCE MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)

I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company will: **(CHECK ONLY ONE)**

☐ **Meet or exceed the M/WBE goal with: _____ % MBE and _____ % WBE Participation**

Proposed MBE Vendor Name: _____ Amount \$ _____

Item or materials to be supplied by MBE Vendor: _____

Proposed WBE Vendor Name: _____ Amount\$ _____

Item or materials to be supplied by WBE Vendor: _____

☐ **Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:**

_____ % MBE and _____ % WBE Participation (Enter Proposed Vendor information above.)

☐ **Not meet the M/WBE goal for the following reasons(s):(Check All That Apply)**

<input type="checkbox"/>	Our Company is an MBE certified by the State of:
<input type="checkbox"/>	Our Company is a WBE certified by the State of:
<input type="checkbox"/>	We have contacted suppliers listed in the SLAA Directory but have received no reply
<input type="checkbox"/>	There are no subcontracting opportunities for this bid/contract
<input type="checkbox"/>	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
<input type="checkbox"/>	We are the manufacturer and the order will be drop-shipped from the factory to the user
<input type="checkbox"/>	A letter of explanation is attached
<input type="checkbox"/>	Other reason: _____ _____

FIRM NAME: _____ FEDERAL ID NUMBER: _____

SIGNATURE: _____ FAX NUMBER: _____

PRINTED NAME: _____ DATE: _____

TITLE: _____ E-MAIL: _____

ORDINANCE #69431
Board Bill No. 295
Committee Substitute
As Amended

An Ordinance repealing Section One, part 86.040 of Ordinance 56716, pertaining to the opening of bids, codified as Section 5.58.040 of the Revised Code of the City of St. Louis, and enacting a new provision on the same subject matter which allows a local bidder to match the lowest bid when the lowest bid is from a non-local bidder; enacting a new provision on the same subject matter; containing severability clause.

WHEREAS, local businesses which seek to enter into contracts with the City of St. Louis are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the City;

WHEREAS, the City of St. Louis desires to encourage businesses to remain in the City and to relocate to the City;

WHEREAS, by enacting a local preference law that allows a local firm to match the lowest bid when its bid is within 2% percent of the lowest bid, the City hopes to encourage and stimulate local business.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Section One, part 86.040, Ordinance 56716 is hereby repealed.

SECTION TWO. Enacted in lieu thereof is the following new section.

5.58.040 - Opening of bids.

A. Proposals shall be opened at the time and place fixed by the advertisement, in the presence of such bidders as desire to be present, and shall be open to the inspection of bidders.

B. The bids shall not be materially modified or amended as to price, specification or otherwise, nor substitutions placed thereon, after opening except when the lowest bid is from a non-local bidder. When the lowest bid is from a non-local bidder, any local bidder within two percent of the lowest bid may match the lowest bid. If a local bidder matches the lowest bid, then the Supply Commissioner may select the bid from the local bidder. If more than one local bidder is within two percent of the lowest bid, then only the lowest local bidder may match the bid. In all other circumstances, modification, supplementation or amendment shall cause rejection of the bid. For purposes of this chapter, local bidder means a bidder whose principal place of business is within the City of St. Louis, has had a valid business license for at least one year, and is current in payment of local taxes. Principal place of business shall be defined as the business's physical office, plant, or site where a majority (51%) of the full-time employees, chief officer, and managers of the business regularly work and conduct business, or where the plant or office and equipment required for the furnishing of the goods or performance of the services provided to the City, as required by the contract, are physically located in the City of St. Louis for at least one taxable year immediately prior to the date of the bid.

C. Bids may be for one or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article, or to the lowest bidder for the entire requisition or any part thereof, but the Board of Standardization may reject any or all bids or any part of any bid.

SECTION THREE. Severability.

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

Approved: April 29, 2013

CITY OF ST LOUIS, MISSOURI
INSTRUCTION TO BIDDERS (for request for quotations - RFQs)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS AND TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION. **CAUTION: THIS IS NOT AN ORDER**

- Quotations will only be accepted on this form which must be returned in a **sealed envelope**. *The upper left corner of the envelope must include the following information: Vendor Name, Quotation Number and the Due By Date.* This information is also required on any mail delivered next day or overnight.
- Quotations should be typewritten or in ink. Altered or erased unit price(s) must be initialed. One copy of Quotation Sheet must be submitted, please retain a copy for your files.
- The Supply Commissioner reserves the right to reject any or all bids.
- The Supply Commissioner reserves the right to make awards on an item basis or on a total basis.
- Bidders must quote Unit Price(s) and Extension on each item. When an error appears on an extension, the Unit Price(s) will govern.
- When Quotation Sheet requests item(s) by brand name and your quote is for an alternate brand – show brand name(s) with model number(s) and attach full specifications.
- When Quotation Sheet has only a general description(s) of item(s) required – show brand name with model number(s) and attach full specifications.
- Suppliers shall not offer more than one bid on each item. Two or more quotations on the same item may cause a rejection of the bid. Suppliers must determine which one of their many styles or types fully meet the specification.
- Freight or delivery charges must be included in quote, or shown separately on quote, so bid can be evaluated.
- **Bids must arrive no later than NOON** on the date stated or will be rejected. Faxed or E-mailed bids are not accepted unless specifically requested.
- Bids will be publicly opened on the date specified beginning at NOON.
- Prices quoted will be considered firm.
- Bids having an acceptance limit of less than 30 days after opening date may be rejected.
- Time of proposed delivery must be stated in definite terms.
- Failure of Bidder to understand the item(s) requested or any part of the specifications will not be a valid reason for bidding on the wrong item(s). Any questions regarding description of item(s) requested should be cleared with the Buyer listed in the bid document.
- **Samples** when requested must be delivered before actual time of bid opening with each sample plainly tagged showing the name of Bidder, Quotation Number, Brand Name and lot number or quality. Submission of samples does not relieve bidder from meeting the specifications as outlined in the Bid Documents unless the bidder specifically states they are bidding on an alternate.
- All samples are to be submitted to the address listed below unless otherwise stated in Bid Documents.
- Deliveries must be accompanied by a packing slip or invoice, listing the Department, Quotation Number, and the exact quantities of each item included in the shipment.
- ONLY U.S.P., N.F., OR N.N.D. DRUGS ARE ACCEPTABLE. ALL DRUGS MUST COME IN MANUFACTURER'S ORIGINAL PACKAGES, PROPERLY SEALED.
- In the event the successful bidder fails to make delivery of any item or items that meet the conditions and requirements as outlined in this proposal within 7 days of time stated by bidder on face of this quotation sheet, the City reserves the right to purchase said item or items on the "OPEN MARKET" and charge any costs above the BID PRICE to the bidder.
- The laws of the State of Missouri provide that the City of St. Louis pay no State Sales or Use Tax or Federal Excise Taxes and these taxes should be excluded from your bid price. Federal Excise Tax Exemption Certificates will be furnished to successful bidder.
- Suppliers shall save harmless the City of St. Louis from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by him in the execution of this contract.
- Supply Division hours are Monday through Friday – 8:00 A.M. to 5:00 P.M. Main Number: 314-622-4580.

All bids must be submitted in a SEALED ENVELOPE and mailed to:

SUPPLY COMMISSIONER
1200 MARKET ST RM 324
ST LOUIS MO 63103-2842